

1 RICHARD G. HILL, ESQ.
2 State Bar No. 596
3 LAREE L. BECK, ESQ.
4 State Bar No. 9757
5 RICHARD G. HILL, CHARTERED
6 652 Forest Street
7 Reno, Nevada 89509
(775) 348-0888
5 Attorneys for Plaintiffs

6 UNITED STATES DISTRICT COURT

7 DISTRICT OF NEVADA

8
9 ELVEN JENNINGS; RICHARD FOURNIER,)
10 Plaintiff,) Case No.: 3:07-cv-230-LRH-RAM
11 v.)
12 FAY WARD, individually and as Trustee of)
the D.P. and FAY WARD FAMILY TRUST)
13 dated July 23, 1997; BRYAN S. MASON and)
L. JANE MASON, individually and doing)
14 business as "SILVER & STONE LLC";)
SILVER & NV STONES, LLC, a Nevada)
15 limited liability company; DOUGLAS L.)
FARNHAM, individually and doing business)
16 as "FARNHAM TURQUOISE CO.,")
17 Defendants.)

18 **PERMANENT INJUNCTION BY CONSENT**
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20 The defendants, BRYAN S. MASON and L. JANE MASON, individually and
21 as husband and wife; MICHELE DELCASTILLO and SILVER & NV STONES, LLC, a
22 Nevada limited liability company (collectively "MASONs") all stipulate, agree, and consent,
23 for themselves, that the Court in this case shall now enter a permanent injunction against
24 them, and each of them, and all persons and entities acting in concert with them, on the
25 terms and conditions below.

26 IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

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1 1. That Masons, and each of them, and all persons and entities acting in
 2 concert with them, shall not: Process, sell, offer to sell, market, offer to market, treat, offer
 3 to treat, consign, offer to consign (as either consignee or consignor), loan, offer to loan,
 4 stabilize, offer to stabilize, enhance, offer to enhance, cut, offer to cut, polish, offer to polish,
 5 transport, offer to transport, give, offer to give, barter, offer to barter, trade or trade in, offer
 6 to trade or trade-in, exchange, offer to exchange, buy, offer to buy any turquoise from the
 7 #8 mine in any form, kind, condition or amount.

8 This injunction applies to any turquoise from the #8 mine, in any form,
 9 whether chalk, treated, untreated, stabilized, unstabilized, rough, enhanced, "natural" and
 10 naturally hard; and includes finished, polished and cut stones, as well as any jewelry or
 11 other products containing any #8 turquoise.

12 2. That notwithstanding any other order of this Court, this Court shall retain
 13 the non-exclusive jurisdiction to enforce this permanent injunction; provided that this
 14 injunction may be enforced in any court of competent jurisdiction.

15 3. That Masons acknowledge that should a violation of this injunction be
 16 proven by a preponderance of the evidence, sanctions and damages would be among the
 17 remedies available to a court enforcing this injunction, and that the range of options for
 18 remedies include, but may not be limited to, further injunctive relief, monetary sanctions
 19 payable to plaintiffs, fines, or even incarceration, as a civil sanction.

20 4. That Masons stipulate that upon proof, by a preponderance of the
 21 evidence, of a violation of this injunction by them, or any of them, a monetary award (which
 22 would not be the exclusive remedy available to a court) would be double the value of any
 23 #8 turquoise which Masons are found to have engaged in conduct prohibited by the terms
 24 of paragraph number 1, above, plus all fees and costs incurred by plaintiffs not only in this
 25 case, but in proving said violation.

26 5. That Masons, and each of them, affirmatively represent to plaintiffs and
 27 the Court that they do not currently have the care, custody or control of any #8 turquoise
 28 in any form or any amount.

1 6. By signing below, Bryan Mason, L. Jane Mason, Michele Delcastillo and
2 Silver & NV Stones, LLC, acknowledge that they have read this permanent injunction, that
3 they have consulted with legal counsel of their choice, that the proscribed conduct is
4 adequately identified, and they are each to be bound hereby. Masons acknowledge that
5 they are waiving any presentation of evidence or cause, the right to any hearing and the
6 right to call any witnesses before the entry of this permanent injunction.

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8 DATED: _____

BRYAN S. MASON

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10 DATED: _____

L. JANE MASON

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12 DATED: June 4, 2009

Michele Delcastillo
MICHELE DELCASTILLO

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15 DATED: _____

SILVER & NV STONES, LLC

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By _____
its _____

1 6. By signing below, Bryan Mason, L. Jane Mason, Michele Delcastillo and
2 Silver & NV Stones, LLC, acknowledge that they have read this permanent injunction, that
3 they have consulted with legal counsel of their choice, that the proscribed conduct is
4 adequately identified, and they are each to be bound hereby. Masons acknowledge that
5 they are waiving any presentation of evidence or cause, the right to any hearing and the
6 right to call any witnesses before the entry of this permanent injunction.

7

8 DATED: 6/23/09


BRYAN S. MASON

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10 DATED: 6-23-09


L. JANE MASON

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12 DATED: _____

MICHELE DELCASTILLO

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SILVER & NV STONES, LLC

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15 DATED: 6-23 - 09

By L. Jane Mason
its Manger

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ORDER

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IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that based on the foregoing representations of fact and consent from Masons, the injunction set forth above is entered, and that Masons, and each of them, shall fully and completely comply with same.

IT IS SO ORDERED.

DATED this 30th day of June, 2009.



LARRY R. HICKS
UNITED STATES DISTRICT JUDGE